United States Government National Labor Relations Board OFFICE OF THE GENERAL COUNSEL

Advice Memorandum

DATE: September 10, 2001

TO: Sandra Dunbar, Regional Director
Rhonda Aliouat, Regional Attorney
Charles J. Donner, Assistant to the Regional Director
Region 3

FROM : Barry J. Kearney, Associate General Counsel Division of Advice

SUBJECT: Communications Workers of America, Local 14177 (New Era Cap Company, Inc.)
Case 3-CC-1504-1

This matter was submitted for advice as to whether the Union violated Section 8(b)(4)(i)(ii)(B) when, during a primary economic strike, it picketed the neutral second employer of an employee of the primary employer.

Briefly, the Union commenced an economic strike against New Era, a baseball cap manufacturer. Employee Lake, who had resigned from the Union a week earlier, crossed the picket line to work. After working her shift, Lake went to her second job at a nearby VFW hall. New Era and VFW have no business relationship. Soon after Lake arrived to work at the VFW, Union picketers, including a Union official, arrived and began picketing directly in front of the VFW hall with picket signs stating "CWA on strike against New Era Cap" and "Honk to support the Union". Lake explained to her VFW supervisor that the Union pickets were there probably because she had crossed the picket line at New Era. When the supervisor, a VFW customer, and an off-duty VFW employee approached the pickets, picketers asked that Lake be fired. The picketers moved across the street at the supervisor's request, and left after about an hour. The next day, the VFW decided to lay off Lake indefinitely, and told her that the lay off was "at least until the strike is over." The picketing did not reoccur on any other day. Lake has filed a Section 8(b)(1)(A) and 8(b)(2) charge against the Union.

We conclude that a Section 8(b)(4)(i)(ii)(B) complaint should issue, absent settlement, against the Union.

Traditional union picketing has been found, by its nature, to constitute inducement or encouragement of neutral employees under 8(b)(4)(i)(B) and restraint or

coercion of neutral employers under 8(b)(4)(ii)(B). While there may be no explicit evidence that the Union was attempting to induce strike action by VFW employees, there was no portion of the primary dispute with New Era present, and the picketing of the neutral location thus carries with it its own indicia of a proscribed (i) object. We agree with the Region that the picketing also violated Section 8(b)(4)(ii)(B) even though the VFW and New Era have no business relations, because the picketing carried with it an object of coercing VFW and any employer with whom it did do business.

B.J.K.

1 See generally Service Employees Local 87 (Trinity
Maintenance), 312 NLRB 715, 743 (1993), enfd. mem. 103 F.3d
139 (9th Cir. 1996) (citations omitted).

² See generally, e.g., Nashville Building Trades Council (Markwell & Hartz), 164 NLRB 280 (1967), enfd. 383 F.2d 562 (6th Cir. 1967); New York Mailers Union (New York Herald Tribune, Inc.), 136 NLRB 196, 198 (1962), enfd. as mod. 316 F.2d 371 (D.C. Cir. 1963) (union's unlawful object can be based upon nature of acts performed).

³ See, e.g., Los Angeles Newspaper Guild Local 69 (Hearst Corp.), 185 NLRB 303, 322 and cases cited at n. 32 (1970), enfd. 443 F.2d 1173 (9th Cir. 1971), cert. denied 404 U.S. 1018 (1972) (it did not matter that neutral did no business with primary; "It is enough that disruption of [the neutral's] business with others was an object of the picketing"); Local 272, Iron Workers (Miller & Solomon Construction), 195 NLRB 1063, enfd. 479 F.2d 920 (D.C. Cir. 1973) (violation to picket general contractor to force it to become guarantor of defunct former subcontractor's debts; picketing had object of disrupting business between general and current subcontractors and any other employer with whom it did business).